sufficient justification for the interference." In the United States the case is in accord with *Lucke* v. *C. C. & T. Assembly, K. of L.*, 19 L. R. A. 408, 77 Md. 396, which is almost upon all fours. A division in the American cases has arisen upon the question of whether the interference was malicious or not. That there must be malice or fraud in the inducement to break the contract is held in *McCann* v. *Wolf*, 28 Mo. App. 447; *Jones* v. *Stanley*, 76 N. C. 355; POLLOCK TORTS (Webb's Am. ed.), 668-673; COOLEY ON TORTS, 2 ed. 581. Malice alone seems insufficient, and fraud, or force, threats, etc., is essential to a cause of action, as held in *Ashley* v. *Dixon*, 48 N. Y. 430; *Chambers* v. *Baldwin*, 11 L. R. A. 545, 12 Ky. L. Rep. 699; *Bourlier* v. *McCauley*, 11 L. R. A. 550, 12 Ky. L. Rep. 737; *Boyson* v. *Thorn*, 21 L. R. A. 223 and notes, 98 Calif. 578; *Rice* v. *Manley*, 66 N. Y. 82, 23 Am. Rep. 30. This apparent conflict has been greatly removed by a liberal construction being placed upon what constitutes malice in the act of interference. As was said in *Bowen* v. *Hall* (ante): "If the persuasion be used for the indirect purpose of injuring the plaintiff, or of benefiting the defendant at the expense of the plaintiff, it is a malicious act, which is in law and fact a wrongful act, and therefore actionable if injury ensues from it." In *Lucke* v. *Assembly*, the court says: "If not malicious, such act was certainly wrongful, and by so doing it has invaded the legal rights of the appellant, for which an action properly lies." Such action constitutes such a conjunction of wrong and damage as will support an action. ADDISON ON TORTS (4 ed.) 37; *Walker* v. *Cronin*, 107 Mass. 555.

CONTRACTS—VALIDITY OF INSURANCE—PROPERTY OF ALIEN ENEMY—PUBLIC POLICY.—A consignment of gold bullion in transit from Johannesburg to England was insured by respondent, a mining company of the Transvaal, with the appellant, an underwriter of London. A few days before the commencement of hostilities between Great Britain and the Transvaal, and before the gold had crossed the frontier, it was seized by order of the Boer government. The insurance policy contained a clause insuring the goods against seizure. Action on the policy. Defendant contended that the contract was unlawful and against public policy, having been made with an alien in view of an impending war. It was an attempt of an alien enemy to indemnify himself for property seized for the purpose of waging war against the government. *Held*, that the contract was valid and enforceable. *Janson* v. *Driefontein Consolidated Mines, Limited* [1902], App. Cases 484.

Defendant's contention that the same policy which condemns insurance of the enemy during the continuance of hostilities, because he is thereby idemnified and strengthened, should condemn this contract, was found to be without force. It assumes the existence of a public enemy when the loss occurred. But there can be no enemy until war exists. The law recognizes a state of war and a state of peace but it knows nothing of an intermediate state—a state of impending war. The decision is undoubtedly well within the authorities. Had the loss occurred after the commencement of hostilities, there could have been no recovery. JOYCE ON INSURANCE Vol. 1 sec. 283; *Brandon* v. *Curling*, 4 East, 409. A contract of insurance made with an alien one day before the declaration of war against his country is valid, but will not cover losses during the continuance of the war. *Brandon* v. *Curling*, *supra*. War may lawfully exist and the status of an alien enemy attach, without any declaration of war. *The Eliza Ann*, 1 Dodson 247; UPTON ON MARITIME WARFARE 3rd ed. 4. But in the absence of a declaration hostilities must have actually commenced before the municipal law recognizes the existence of the status of an alien enemy. UPTON ON MARITIME WARFARE AND PRIZE, p. 7.